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4 Jessica Liou (*pro hac vice*)
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5 Matthew Goren (*pro hac vice*)
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8 KELLER & BENVENUTTI LLP
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Jane Kim (#298192)
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650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

23 **Debtors.**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER
22 THAT:

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27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a
28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

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6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7/14/2019

LESSOR

By: 
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Representative of Peterson Estate

Signatory Address:

3519 Harborview Dr. #4

Gig Harbor, WA 98332

EXHIBIT A

Name of Lessor: Louis John Peterson as trustee of the Peterson Survivor's
Trust u/a/d April 5, 1996 and the Peterson Marital Trust u/a/d
April 5, 1996

Address: 460 Rio Lindo Ave.
Chico, CA 95926

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Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: JUN 17 2019

LESSOR

By: Michael P. Connolly

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

MICHAEL P. CONNOLLY

Signatory Address:

39111 PASSO PADDOCK WAY
SUITE 310

FREMONT, CA 94538

EXHIBIT A

Name of Lessor: LUJACK ENTERPRISES, LLC

Property Address: 624 N Street
Sanger, CA 93657

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Dated: July 12, 2019

**WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP**

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7/19/2019

LESSOR

By: Wm C. Jr.
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Mark C. Jones

Signatory Address:

1220 CASINO ROAD

Medford, OR 97501

EXHIBIT A

Name of Lessor: MARK AND BONNIE JONES, DBA MBJ RENTALS

Property Address: 65 Erickson Ct., Suite 5
Arcata, CA 95521

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2 Stephen Karotkin (*pro hac vice*)
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KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: _____ / ____ / 2019

LESSOR

By: J. Morris
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Signatory Address:

P.O. BOX 9000

Reno, NV 89507

1

EXHIBIT A

2

Name of Lessor: MARYSVILLE GROUP, LLC

3

Property Address: 231 D St., Suite A
Marysville, CA 95901

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23 1. The Lessors consent to, and this Stipulation hereby constitutes "prior written
24 consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an
25 extension or extensions (the "Extension") to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until the
27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a
28 reorganization plan for the Debtors in these Chapter 11 Cases (the "Extended Deadline").

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
including the Extended Deadline.

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21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

25 | Page

EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: June / 10/ 2019

LESSOR

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Traci Penny

Signatory Address:

411 Davis St. #102

Varaville, CA 95688

EXHIBIT A

Name of Lessor: MASON STREET CENTRE, LLC

Property Address: 770 Mason Street, Suite 160
Vacaville, CA 95688

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
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7 New York, NY 10153-0119
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8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
10 (jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*

14
15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

23 **Debtors.**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“PG&E Corp”) and Pacific Gas and Electric Company (the
2 “Utility”, and together the “Debtors”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “Chapter 11 Cases”), and the lessor (the “Lessor”) of the real property
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7 “Bankruptcy Code”), and represent and agree as follows:

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17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

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25

26

27

28

EXECUTION PAGE

2 || Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7 / 23 / 2019

LESSOR

By: has

Capacity: Attorneys for Lessor

Authorized Official

Jas. Meave

Signatory Address:

P.D. B6K 1071

Marysville, CA 95901

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EXHIBIT A

Name of Lessor: MECHANICAL & IRRIGATION SOLUTIONS INC.

Property Address: 3199 E. Onstott Road
Yuba City, CA 95991

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
5 Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)|
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Tel: 212 310 8000
Fax: 212 310 8007

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(tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
(jkim@kellerbenvenutti.com)
10 650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors
and Debtors in Possession*

14
15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18
19 **In re:**

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21 **- and -**

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COMPANY,**

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26 Affects both Debtors

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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
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PROPERTY LEASES PURSUANT
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EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July 11/2019

LESSOR

By: MICHAEL KYLE

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name

Mike Kyle

Signatory Address:

4349 Old Santa Fe Road
San Luis Obispo CA.

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EXHIBIT A

Name of Lessor: MICHAEL S KYLE

Property Address: 4340 Old Santa Fe Road
San Luis Obispo, CA 93401

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
(ray.schrok@weil.com)
4 Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
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13 *Attorneys for Debtors
and Debtors in Possession*
14

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17 **SAN FRANCISCO DIVISION**

18
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
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EXECUTION PAGE

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: JUNE 121/2019

LESSOR

By: Gaylord R. Schaepp

Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

GAYLORD SCHAEPP

Signatory Address:

POB 874

MONTE RIO, CA 95462

EXHIBIT A

Name of Lessor: MOUNT JACKSON BUILDING ASSOCIATION, INC.

Property Address: 14040 Church Street
Guerneville, CA 95446

1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
(stephen.karotkin@weil.com)
3 Ray C. Schrok, P.C. (*pro hac vice*)
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Tel: 415 496 6723
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13 *Attorneys for Debtors*
and *Debtors in Possession*

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17 **SAN FRANCISCO DIVISION**

18
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28 Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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1
EXECUTION PAGE

2 Dated: June 6, 2019

3
WEIL, GOTSHAL & MANGES LLP
4
KELLER & BENVENUTTI LLP

5 By: /s/ Jane Kim

6 Jane Kim
7 Attorneys for Debtors
8 and Debtors in Possession

9 Dated: 6/13/2019

10 LESSOR

11 By: Steven A. Rocchi

12 Capacity: Attorneys for Lessor / Lessor /
13 Authorized Officer of Lessor
14 Signatory Name:

15 STEVEN A. ROCCHI

16 MRB ASSOCIATES

17 Signatory Address:

18 1550 -A MYERS ST.

19 OROVILLE CA 95965

EXHIBIT A

Name of Lessor: MRB ASSOCIATES

Property Address: 1567 Huntoon Street
Oroville, CA 95965

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13 *Attorneys for Debtors
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15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC
COMPANY,**

23 **Debtors.**

24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 * *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

1 PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the
2 “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned
3 chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property
4 listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further
5 extension of time for the Debtors to assume or reject unexpired leases of nonresidential real
6 property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the
7 “**Bankruptcy Code**”), and represent and agree as follows:

8 **RECITALS**

9 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the
10 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the
11 “**Bankruptcy Court**”).

12 B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court
13 extended the time for the Debtors to assume or reject nonresidential real property leases to August
14 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

15 C. The Debtors propose to seek a further extension of time for the Debtors to
16 reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order
17 requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

18 D. The Lessor agrees to provide the Debtors with such consent.

19 NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY
20 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE
21 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER
22 THAT:

23 1. The Lessors consent to, and this Stipulation hereby constitutes “prior written
24 consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an
25 extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any
26 nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the
27 earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a
28 reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: June 6, 2019

**WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP**

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 7 / 16 / 2019

LESSOR

By: John M. NM3 Properties LLC
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Signatory Address:

655 Skyway Rd ±130
San Carlos Ca 94070

EXHIBIT A

Name of Lessor: NMD PROPERTIES LLC

Property Address: 401 McCray, Building A, Unit 1
Hollister, CA 95023